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Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554

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In the Matter of	)	
	)	
The Development of a National Framework to	)	RM 9474
Detect and Deter Backsliding to Ensure	)	
Continued Bell Operating Company Compliance	)	
with Section 271 of the Communications Act	)	
Once In-region InterLATA Relief Is Obtained	)	

COMMENTS OF MGC COMMUNICATIONS, INC.

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March 8, 1999

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COMMENTS OF MGC COMMUNICATIONS, INC.

MGC Communications, Inc. ("MGC"), by its undersigned counsel, hereby submits the following comments in response to the February 1, 1999, Petition for Expedited Rulemaking ("Petition") of Allegiance Telecom, Inc. requesting that the Commission convene a rulemaking proceeding to develop and implement a comprehensive national framework of verifiable rules and performance metrics to measure Regional Bell Operating Company ("RBOC") compliance with section 271 of the Telecommunications Act of 1996 ("Act"). In light of MGC's experience with incumbent local exchange companies ("ILECs"), including GTE and Sprint, MGC unequivocally supports the Allegiance Petition, and encourages the Commission to establish a national framework to ensure that RBOCs and non-RBOC ILECs comply with all of their obligations under the Act, including obligations under section 271.

I. INTRODUCTION

MGC is a rapidly growing integrated communications services provider offering facilities-based switched local and long distance voice and data services to small business and residential users. MGC began providing local and long distance service in Las Vegas, Nevada in December 1996 as a switched local exchange service provider and subsequently expanded service to include Southern California; Atlanta, Georgia; Chicago, Illinois; and Southern Florida. MGC operates seven regional switches and is currently collocated in 207 central offices. MGC expects to complete additional collocations in a number of offices during 1999. MGC plans to provide service in additional markets in Texas and Ohio in late 1999 and early 2000.

MGC agrees with Allegiance that local exchange competition is being needlessly hindered by the failure of RBOCs to dedicate adequate resources to complying with their obligations under section 271 of the Act. Specifically, ILECs have failed to provide efficient electronic interfaces to their Operations Support Systems ("OSS"), which has resulted in the provisioning process being crippled. The end result is that the ability of CLECs to compete with ILECs on equal footing in the local market is effectively diminished.

MGC submits that the Commission should implement a national framework of performance standards as well as mechanisms to enforce those standards, including penalties, to ensure that performance standards having meaningful consequences. MGC has had considerable experience with UNE ordering and provisioning, and as a result MGC has experienced first-hand the anti-competitive effects of ILEC unpreparededness

for meeting their obligations under section 271. Moreover, MGC has witnessed first-hand ILEC backsliding, and the paralysis that necessarily results when ILECs have obtained regulatory goodies and have no incentive to address their shortcomings. MGC's experience with Sprint is illustrative of what the Commission can expect if strong national measures are not implemented to monitor ILEC performance and to provide for meaningful remedies for violations of those standards.

II. MGC'S EXPERIENCE WITH SPRINT DEMONSTRATES THAT IN THE ABSENCE OF ENFORCEABLE STANDARDS AND PENALTIES ILECs WILL RENEGE ON OBLIGATIONS AND COMMITMENTS

MGC's experience with Nevada/Sprint ("Sprint") provides a forceful example of why it is imperative that this Commission act swiftly to develop a framework to detect and deter RBOC backsliding. Sprint first started providing local loops to MGC in December 1996. From December 1996 until such time as Sprint had a regulatory impetus to remedy the situation, Sprint's error rate for orders either filled late, or with some other problem, was well below a level that would constitute parity. Sprint's poor performance in converting and installing both residential and small business accounts continued through January 1998. At that time, Sprint was seeking the approval of the Nevada state commission to provide jointly marketed local and long distance services. However, to obtain such approval for this marketing arrangement, Sprint was required to demonstrate to the Nevada commission that it could provide service to MGC at a level of performance that approached parity. Sprint and MGC entered into a settlement agreement which required Sprint to meet certain minimally acceptable performance levels. Suddenly, Sprint improved its provisioning performance. Clearly, Sprint was

motivated by the "carrot" of state commission approval of its joint marketing arrangement. As demonstrated clearly by Exhibit A hereto, Sprint improved its performance in March and April 1998 to a minimally acceptable level. In May 1998, Sprint obtained its desired joint marketing authority from the commission. However, immediately thereafter, having received its regulatory approval, and with the incentive to provide service gone, Sprint's performance rapidly began to deteriorate. As Exhibit A again demonstrates, Sprint's abysmal January 1998 15% error rate improved to a rate of 3-4% in March and April, however, it again returned to a level of about 15% in July after Sprint had obtained its authority from the Nevada commission.

Predictably, once Sprint received what it was seeking from the Nevada commission, it returned to it pre-approval discriminatory behavior. MGC's experience with Sprint clearly underscores the need for this Commission to promulgate verifiable and enforceable performance standards that are imbued with real deterrents and penalties with teeth in the event that ILECs fail to meet the Commission's standards. These performance problems continue to recur (albeit to a lesser degree at times), driven by the ILEC's inherent lack of motivation to provide product and service on a timely and accurate basis. The ILEC simply has no incentive to improve its performance. The poorer the ILEC performance, the greater the likelihood that the ILEC can drive out of the market those carriers with which it competes. This type of behavior is not benign neglect, rather it is conduct for which ILECs, under the Act, can and must be held accountable if they fail to perform.

III. NATIONAL MINIMUM PERFORMANCE STANDARDS AND PENALTIES ARE NECESSARY TO DETER BACKSLIDING

Several states have attempted to address the issue of ILEC performance by establishing performance standards and penalties for failure to meet those standards.[1] As Allegiance states in its Petition, both clear and verifiable standards and meaningful penalties are necessary to prevent backsliding. CLECs must have remedies available to be made whole where the anti-competitive effects of poor performance and backsliding are found. In fact, the mere development and implementation of performance measures can lead to a careful examination of the processes, needs and desires of interconnecting companies, which, in turn, can assist the parties in focusing their efforts and in solving problems.

Besides Texas, both California and Nevada have made great advances in the development of performance measures and penalties. In both states, detailed Commission-facilitated agreements on performance measures have recently been filed.[2] Such agreements provide for the precise measurement of a wide range of wholesale products, as well as the precise standards which are to be met. Wherever possible, a retail analog/parity process is to be measured for comparison. Where this was deemed impractical for some reason, i.e. lack of equivalent process or difficulty or expense of measuring the most similar process, then a precise benchmark, e.g. 95%, has been set. In those few instances where the parties were unable to agree, a hearing will be held.

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1 *See e.g.* Interconnection Agreement of Southwestern Bell Telephone and AT&T Communications of the Southwest, Inc., Attachment 17 (April 1, 1998) (hereinafter referred to as "SWBT/AT&T Agreement")(appended hereto as Exhibit B).

Penalties that have a real deterrent effect are integral to the success of a national backsliding framework. This fact has been recognized by the performance measurements under consideration in both California and Nevada, where it appears that the commissions of both states will require the establishment of performance penalties.[3] In California, comments have been filed and the Commission presently has the issue before it for decision.)

IV. CONCLUSION

It is imperative that the Commission adopt ongoing performance standards and meaningful penalties sufficient to ensure compliance with section 271 after an RBOC receives section 271 authority and which applies equally to non-RBOC ILECs. MGC respectfully requests that the Commission convene a rulemaking proceeding to address these issues.

Respectfully submitted,

MGC Communications, Inc.

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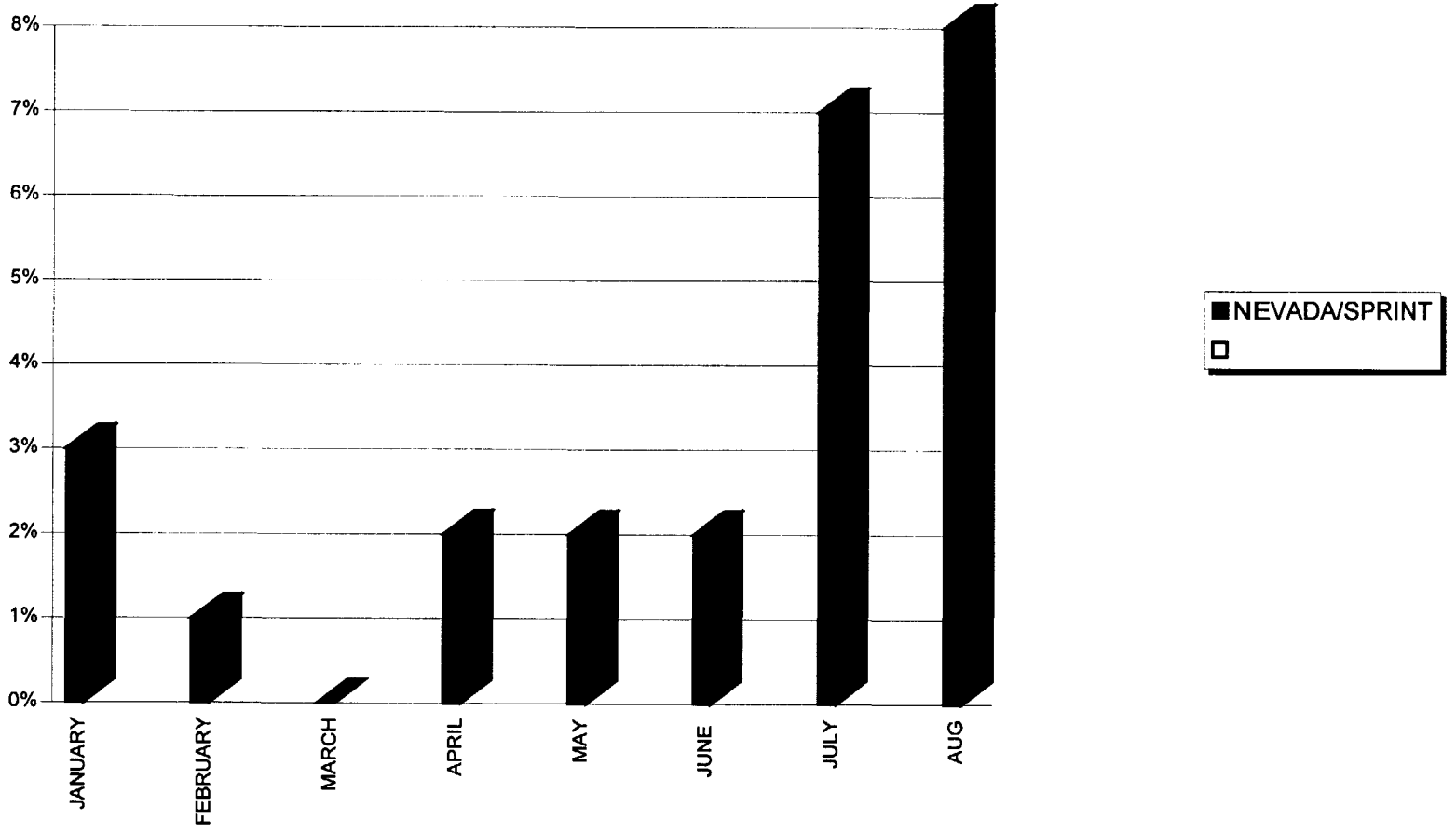
2 The California Performance Incentives, "Simplified Summary of CLEC Performance Incentives Proposal,." are attached as Exhibit C. The Nevada Performance Measurements are attached as Exhibit D.

3 In Nevada, the Legislature is examining the need for additional Commission authority to set penalties.

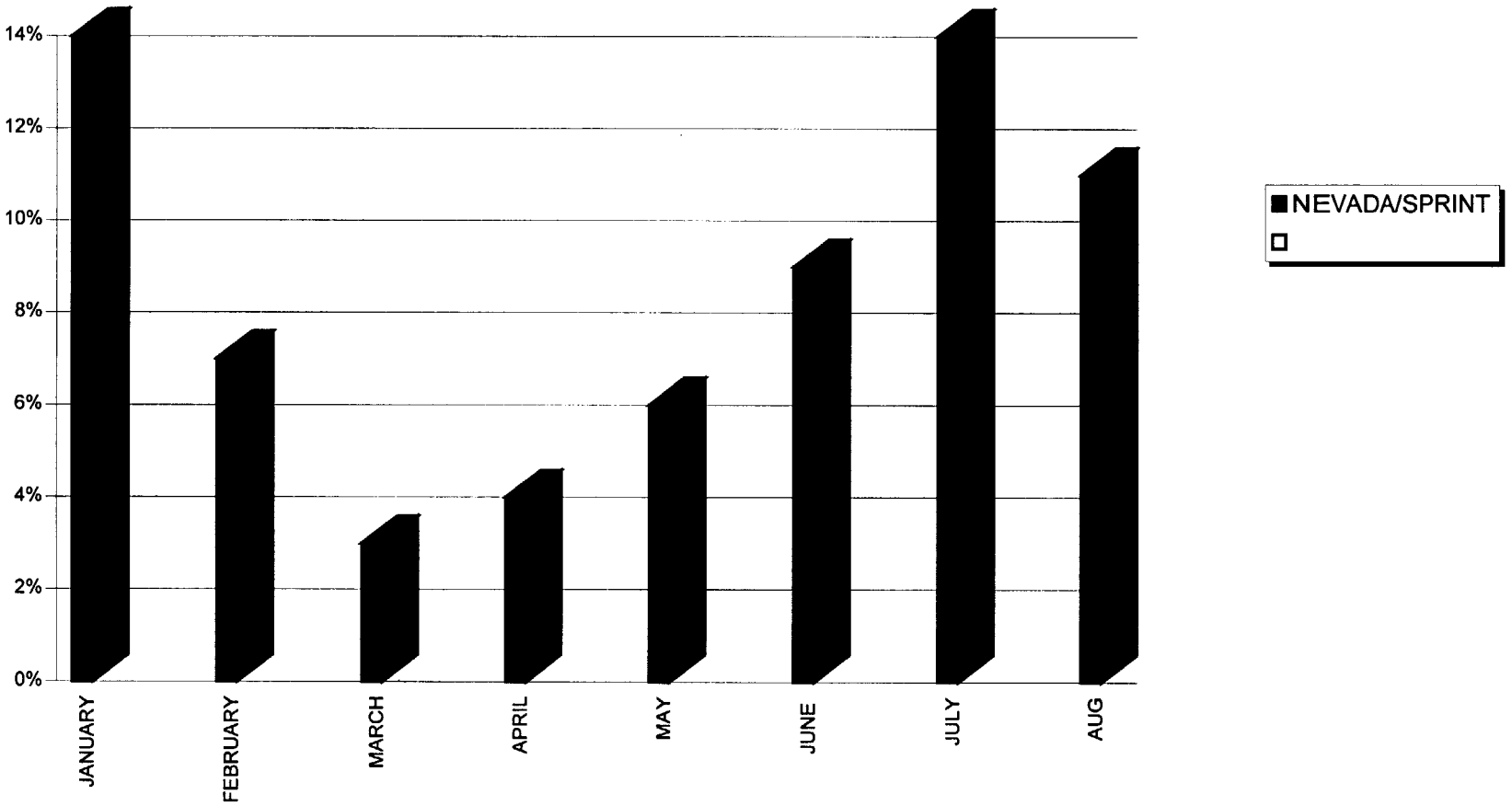
LEC PARITIES

ORDERS WORKED LATE



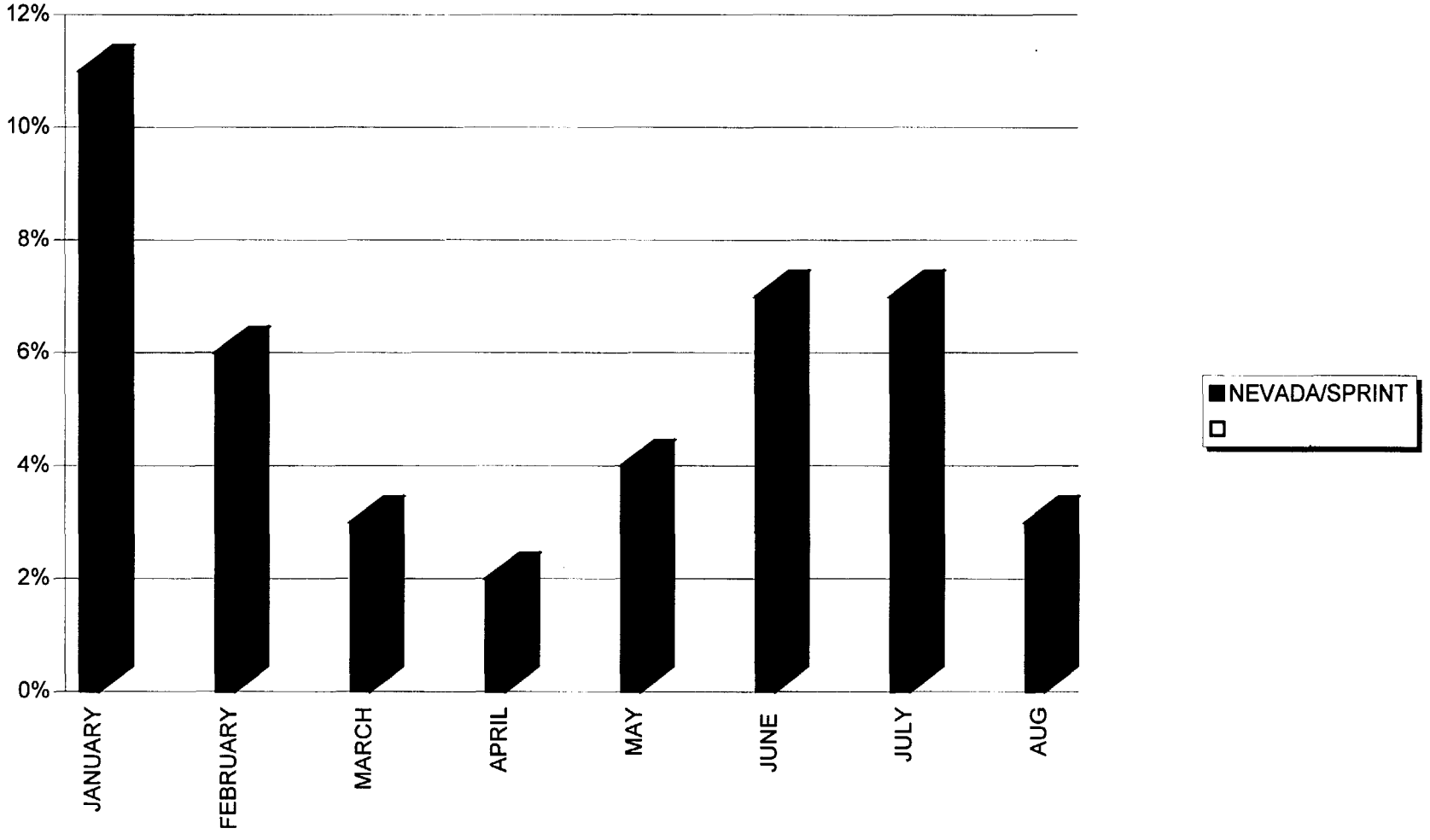
LEC PARITIES

ORDERS LATE AND/OR TROUBLED



LEC PARITIES

ORDERS TROUBLED



LEC PARITIES

ORDERS LATE

	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUG
NEVADA/SPRINT	3%	1%	0%	2%	2%	2%	7%	8%

ORDERS TROUBLED

	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUG
NEVADA/SPRINT	11%	6%	3%	2%	4%	7%	7%	3%

ORDERS LATE AND/OR TROUBLED

	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUG
NEVADA/SPRINT	14%	7%	3%	4%	6%	9%	14%	11%

[redacted]

B

AT&T
4/2/98

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AT&T'S /SWBT'S INTERCONNECTION AGREEMENT
AMENDED AS OF 4/1/98

ATTACHMENT 17: Failure to Meet Performance Criteria

This Attachment 17: Failure to Meet Performance Criteria to the Agreement sets forth the terms and conditions by which SWBT will pay AT&T liquidated damages in the event of a Specified Performance Breach as defined in this Attachment.

1.0 Definitions

1.1 When used in this Attachment 17, the following terms will have the meanings indicated:

1.1.1 Specified Activity means any activity performed under this Agreement as to which a Performance Measurement has been established in this Attachment.

1.1.2 Performance Measurements means the set of measurements listed in Section 9.0 of this Attachment, as it may be supplemented or modified by agreement of the Parties.

1.1.3 Performance Criteria means the target level of SWBT performance specified for each Performance Measurement. Generally, the Performance Measurements contained in this Attachment specify parity with SWBT performance (i.e., performance equal to that which SWBT achieves for itself in providing equivalent end user service) as the Performance Criterion. For certain Performance Measurements, a specific quantitative target has been adopted as the Performance Criterion.

1.1.4 Specified Performance Breach means the failure by SWBT to meet the Performance Criteria for any Specified Activity listed in section 1.1.4.4 by any of the degrees of variance as described below.

1.1.4.1 Where monthly performance by SWBT for AT&T on a Performance Measurement is within one standard deviation of the Performance Criteria specified, no Specified Performance Breach occurs with respect to that measurement.

1.1.4.2 SWBT performance on a single measurement for AT&T that is greater than one standard deviation and less than three standard deviations below the Performance Criteria will constitute a Specified Performance Breach if the same measure remains in this range for two consecutive months (liquidated damages of $25,000 apply to each measurement which remains in the above stated range for two months); Conversely, if for two consecutive months, the performance provided to AT&T exceeds that provided to SWBT (within one to three standard deviations), SWBT will accrue a performance credit for the service category which may be used to offset future performance penalties incurred in the same service category.

1.1.4.3 SWBT performance for AT&T on any Performance Measurement in a single month that is greater than three standard deviations below the Performance Criteria will constitute a Specified Performance Breach and will result in liquidated damages of $75,000 payable for each such month; Conversely, if in a single month, the performance provided to AT&T exceeds that provided to SWBT (by greater than three standard deviations), SWBT will accrue a performance credit for the service category which may be used to offset future performance penalties incurred in the same service category.

1.1.4.3.1 The four service categories within which performance credits may be used to offset the penalties are Pre-Ordering, Ordering/Provisioning, Maintenance/Repair, and General.

1.1.4.4 Liquidated damages for a Specified Performance Breach, as defined above, will only apply to the following Specified Activities:

Pre-Ordering

1.1.4.4.1 Average response time for OSS Pre-Order Interfaces

Ordering and Provisioning

A. Completions

POTS & UNE POTS Loop and Port Combinations

1.1.4.4.2 Average installation interval

1.1.4.4.3 Percent SWBT Caused Missed Due Dates

1.1.4.4.4 Delay Days for Missed Due Dates

1.1.4.4.5 Percent No Access

Specials and UNE Specials Loop and Port Combination

1.1.4.4.6 Average installation interval

1.1.4.4.7 Percent SWBT Caused Missed Due Dates

UNEs (Excludes UNE Loop and Port Combination)

1.1.4.4.8 Average installation interval

1.1.4.4.9 Percent SWBT Caused Missed Due Dates

B. Order Accuracy

1.1.4.4.10 Percent POTS Installation Reports Within 10 Days

1.1.4.4.11 Percent Specials Installation Reports Within 30 Days

1.1.4.4.12 Percent UNE Installation Reports Within 30 Days

C. Order Status

1.1.4.4.13 Percent Firm Order Completions received within "x" hours

1.1.4.4.14 Percent Mechanized Rejects Returned within 1 hour of the start of the EDI/LASR batch process

1.1.4.4.15 Percent Mechanized Completion Notices return within one hour of successful execution of the SORD (BU340) batch cycle

D. Held Orders

1.1.4.4.16 Percent Company Missed Due Dates Due to Lack of Facilities

1.1.4.4.17 Delay Days for Missed Due Dates Due to Lack of Facilities

E. Flow Through

1.1.4.4.18 Percent Flow Through

Maintenance/Repair

A. Time to Restore

POTS & UNE POTS Loop and Port Combinations

1.1.4.4.19 Receipt to Clear Duration

1.1.4.4.20 Percent Out of Service < 24 Hours

Specials and UNE Specials Loop and Port Combination

1.1.4.4.21 Mean Time to Restore

UNEs (Excludes UNE Loop and Port Combination)

1.1.4.4.22 Mean Time to Restore

1.1.4.4.23 Percent Out of Service < 24 Hours

B. Repeat Troubles

1.1.4.4.24 Percent POTS & UNE POTS with Loop and Port Combinations Repeat Reports

1.1.4.4.25 Percent Specials and UNE Specials with Loop and Port Combination Repeat Reports

1.1.4.4.26 Percent UNEs (Excludes UNE Loop and Port Combinations) Repeat Reports

C. Report Rate

1.1.4.4.27 POTS & UNE POTS with Loop and Port Combinations Trouble Report Rate

1.1.4.4.28 Specials and UNE Specials with Loop and Port Combination Failure Frequency

1.1.4.4.29 UNEs (Excludes UNE Loop and Port Combinations) Trouble Report Rate

D. Appointments Missed

1.1.4.4.30 POTS & UNE POTS with Loop and Port Combinations Percent Missed Repair Commitments

1.1.4.4.31 UNEs (Excludes UNE Loop and Port Combinations) Percent Missed Repair Commitments

E. No Access

1.1.4.4.32 POTS & UNE POTS with Loop and Port Combinations Percent No Access

General

A. Billing

1.1.4.4.33 Percent of Billing Records Transmitted Correctly

2.0 **Specified Performance Standards**

2.1 The performing Party warrants that it will meet the above Performance Criteria, except in those instances where its failure to do so is a result of a) the other Party's failure to perform any of its obligations set forth in this Agreement, b) any delay, act or failure to act by an end user, agent, or subcontractor of the other Party, c) any Force Majeure Event, or d) for INP, where memory limitations in the switch in the service office cannot accommodate the request.

3.0 **Occurrence of a Specified Performance Breach.**

3.1 In recognition of either: 1) the loss of end user opportunities, revenues and goodwill which a Party might sustain in the event of a Specified Performance Breach; 2) the uncertainty, in the event of a Specified Performance Breach, of a Party having available to it end user opportunities similar to those opportunities available to a Party at the time of a breach; and 3) the difficulty of accurately ascertaining the amount of damages a Party would sustain if a Specified Performance Breach occurs. In the event of a Specified Performance Breach, the breaching Party agrees to pay the other Party, subject to Section 5.1 below, damages as referenced in all of Section 1.1.4 of this Attachment.

4.0 **Liquidated Damages**

4.1 The damages payable by either Party as a result of a Specified Performance Breach will be the amounts specified for each Specified Performance Breach in all of Section 1.1.4 (collectively, "Liquidated Damages"). The Parties agree and acknowledge that a) the Liquidated Damages are not a penalty and have been determined based upon the facts and circumstances of the Parties at the time of the negotiation and entering into of this Agreement, with due consideration given to the performance expectations of each Party; b) the Liquidated Damages constitute a reasonable approximation of the damages either Party would sustain if its damages were readily ascertainable; and c) neither Party will be required to provide any proof of the Liquidated Damages.

5.0 Limitations

5.1 In no event will a Party be liable to pay the Liquidated Damages if that Party's failure to meet or exceed any of the Performance Criteria is caused, directly or indirectly, by a Delaying Event. A "Delaying Event" means: a) a failure by a Party to perform any of its obligations set forth in this Agreement; b) any delay, act or failure to act by an end user, agent or subcontractor of either Party; c) any Force Majeure Event; d) for Out of Service Repairs for unbundled Loops, where either Party lacks automatic testing capability; or e) for INP, where memory limitations in the switch in either Party serving office cannot accommodate the request. If a Delaying Event (i) prevents a Party from performing a Specified Activity, then such Specified Activity will be excluded from the calculation of a Party's compliance with the Performance Criteria, or (ii) only suspends a Party's ability to timely perform the Specified Activity, the applicable time frame in which that Party's compliance with the Performance Criteria is measured will be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the Delaying Event.

6.0 Records and Reports

6.1 SWBT will not levy a separate charge for provision of the data to AT&T called for under this Attachment. Notwithstanding other provisions of this Agreement, the Parties agree that such records will be deemed Proprietary Information.

6.2 Reports are to be made available to the CLEC by the 15th day following the close of the calendar month. If the 15th falls on a weekend or holiday, the reports will be made available the next business day. If requested by AT&T, data files of AT&T raw data are to be transmitted by SWBT to AT&T on the 15th day pursuant to mutually acceptable format, protocol, and transmission media.

6.3 If SWBT does not provide a measurement at the time required, and fails to cure this omission by the 15th day of the succeeding month, the measurement will be considered to be out of parity by more than three standard deviations under the liquidated damages provisions set forth above, unless SWBT can demonstrate that the omission was the result of any of the factors listed in section 5.1 above.

6.4 Using the rules defined for liquidated damages, SWBT will provide the credits for the associated damages within 30 days after reporting the measurement. Where liquidated damages result from a failure to report a measurement, SWBT will provide the credits within 30 days after the expiration of the cure period provided for in section 6.3 above (i.e., the 15th day of the month succeeding the month in which the omission occurred.

6.5 AT&T and SWBT will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this Attachment. In the event that AT&T requests such consultation and the issues raised by AT&T have not been resolved within 45 days after AT&T's request for consultation, then SWBT will allow AT&T to have an independent audit conducted, at AT&T's expense, of SWBT's performance measurement data collection, computing, and reporting processes. AT&T may not request more than one audit per twelve calendar months under this section. This section does not modify AT&T's audit rights under other provisions of this Agreement.

6.6 Should SWBT at some future date purchase local services from AT&T, the Parties will negotiate performance measures to be provided to SWBT.

7.0 Remedial Plans

7.1 Within 15 business days after any of the following events occur, SWBT will prepare and provide to AT&T a remedial plan that specifies and schedules the steps SWBT will take to determine and remedy the particular performance deficiency:

7.1.1 SWBT reports performance for AT&T on any Performance Measurement in a single month that is greater than three standard deviations below the Performance Criteria; or

7.1.2 SWBT reports performance for AT&T on any Performance Measurement in three successive months that is greater than one standard deviations below the Performance Criteria.

8.0 Initial Implementation; Data Review.

8.1 The Parties agree that none of the liquidated damages provisions set forth in this Attachment will apply (except for liquidated damages based on a failure to provide Performance Measurement reports) during the first three months after AT&T first purchases the type of service or unbundled network element(s) associated with a particular Performance Measurement. During this three month period the Parties agree to consider in good faith any adjustments that may be warranted to the Performance Criteria for that Performance Measurement. The remedial plan provisions of this Attachment apply during this three month period.

8.2 The Parties agree to revise the Performance Criterion for a Performance Measurement whenever a sufficient quantity of performance data indicate that SWBT's performance for itself on a particular measurement does not closely enough approximate a normal distribution curve to make use of standard deviation measures

reasonable. In this event, the Parties will substitute a Performance Criterion that provides an alternative, statistically sound measure of parity performance. If the Parties cannot agree on a substitute Performance Criterion, they will appoint an independent statistician to select one.

9.0 Performance Measurements

SWBT will provide the following Performance Measurements under this Agreement:

9.1 Pre-Ordering

9.1.1 Measurement - Average response time for OSS Pre-Order Interfaces

Definition - The average response time in seconds from the SWBT side of the Remote Access Facility (RAF) and return for pre-order interfaces (Verigate and DataGate) by function:

• Address Verification	Datagate:	80%≤ 5 sec	90%≤7 sec
	Verigate:	80%≤5 sec	90%≤7 sec
• Request For Telephone Number			
	Datagate:	80%≤ 4 sec	90%≤6 sec
	Verigate:	80%≤4 sec	90%≤6 sec
• Request For Customer Service Record (CSR)			
	Datagate:	80%≤ 6 sec	90%≤8 sec
	Verigate:	80%≤7 sec	90% ≤10 sec
• Service Availability			
	Datagate:	80%≤ 3 sec	90%≤5 sec
	Verigate:	80%≤11 sec	90% ≤13 sec
• Service Appointment Scheduling (Due Date)			
	Datagate:	80%≤ 2 sec	90%≤3 sec
	Verigate:	80%≤2 sec	90% ≤3 sec
• Dispatch Required			
	Datagate:	80%≤ 17 sec	90%≤19 sec
	Verigate:	80%≤17 sec	90% ≤19 sec

Calculation - Σ[(Query Response Date & Time) - (Query Submission Date & Time)]/(Number of Queries Submitted in Reporting Period)

Report Structure - Reported on a company basis by interface for DATAGATE and VERIGATE.

9.1.1.1 Note: The response times stated above may be altered if mutually agreed upon.

9.1.1.2 Note: AT&T and SWBT agree that when national standards for pre-ordering are available and both parties have implemented the interface, the parties will jointly develop performance measurements to be used recognizing that a comparative parity measure or a mutually agreed to standard will be provided.

9.1.2 Measurement - EASE Average Response Time

Definition - Average screen to screen response from the SWBT side of the Remote Access Facility (RAF) and return.

Calculation - Σ[(Query Response Date & Time) - (Query Submission Date & Time)]/(Number of Queries Submitted in Reporting Period)

Report Structure - Reported for all CLECs and SWBT by division name(CPU platform).

9.1.3 Measurement - Percent Responses Received within "x" seconds.

Definition - The % of functions completed in "x" seconds for pre-order interfaces (Verigate and DataGate) by function:

- DataGate: <5, <7, and >7

Verigate: <5, <7, and >7

- Request For Telephone Number

DataGate: <4, <6, and >6

Verigate: <4, <6, and >6

- Request For Customer Service Record (CSR)

DataGate: <6, <8, and >8

Verigate: <7, <10, and >10

- Service Availability

DataGate: <3, <5, and >5

Verigate: <11, <13, and >13

- Service Appointment Scheduling (Due Date)
  DataGate: <2, <3, and >3
  Verigate: <2, <3, and >3
- DataGate: <17, <19, and >19
  Verigate: <17, <19, and >19

Calculation - (# of responses within each time interval ÷ total responses) * 100

Report Structure - Reported on a company basis by interface for DataGate and Verigate.

9.1.4 Note: AT&T and SWBT agree that when national standards for pre-ordering are available and both parties have implemented the interface, the parties will jointly develop performance measurements to be used recognizing that a comparative parity measure or a mutually agreed to standard will be provided.

9.2 Ordering And Provisioning

A. Completions

POTS & UNE POTS Loop and Port Combinations

9.2.1 Measurement - Average installation interval

Definition - Average business days from application date to completion date for N,T,C orders, excluding customer caused misses and customer requested due dates greater than 5 business days.

Calculation - [Σ(completion date - application date)]/(Total number of orders completed).

Report Structure - Reported for CLEC, all CLECs and SWBT by Field Work (FW), No Field Work (NFW), Business and Residence.

Report Structure - Reported for CLEC, all CLECs and SWBT by Field Work (FW), No Field Work (NFW), Business and Residence. Broken out by Resale or UNE Loop and Port.

9.2.2 Measurement - Percent Installations Completed within "x" business days

Definition - Percent installations completed within 5 business days for FW and 3 business days for NFW orders from receipt of confirmed service order excluding orders where customer requested a due date greater than 5 business days for FW and 3 business days for NFW orders and orders with only customer caused misses.

Calculation - (# N,T,C orders installed within "x" business days ÷ Total N,T,C orders) * 100

Report Structure - Reported for CLEC, all CLECs and SWBT by Field Work (FW), No Field Work (NFW), Business and Residence. Broken out by Resale or UNE Loop and Port.

9.2.3 Measurement - Percent SWBT Caused Missed Due Dates

Definition - Percent of N,T,C orders where installation was not completed by the due date, excluding customer caused misses.

Calculation - (Count of N,T,C orders not completed by the committed due, excluding customer caused misses ÷ Total number of N,T,C orders) * 100

Report Structure - Reported for CLEC, all CLECs and SWBT by Field Work (FW), No Field Work (NFW), Business and Residence. Broken out by Resale or UNE Loop and Port.

9.2.4 Measurement - Delay Days for SWBT caused Missed Due Dates

Definition - Average calendar days from due date to completion date on company missed orders.

Calculation - Σ(Completion date - Committed order due date)/(# of posted orders)

Report Structure - Reported for CLEC, all CLECs and SWBT Retail for POTS, Specials and UNE. Broken out by Resale or UNE Loop and Port.

9.2.5 Measurement - Percent No Access

Definition - Percent of Field Work (FW) N,T,C orders that are no accessed.

Calculation - Count of FW N,T,C orders that are no accessed ÷ Total number of FW N,T,C orders.

Report Structure - Reported for CLEC, total CLECs and SWBT retail. Broken out by Resale or UNE Loop and Port.

Specials and UNE Specials Loop and Port Combination

9.2.6 Measurement - Average Installation Interval

Definition - Average business days from application date to completion date for N,T,C orders excluding customer cause misses and customer requested due date greater than "x" business days.

Calculation - [Σ(completion date - application date)]/(Total number of orders completed)

Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN. Broken out by Resale or UNE Loop and Port.

9.2.7 Measurement - Standard Deviation of Installation Intervals
Definition - Measure of the variation of the installation intervals around the mean installation interval.

Calculation - sqrt[Σ(individual installation interval - mean installation interval)^2 /(number of orders in the sample - 1)]

Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN. Broken out by Resale or UNE Loop and Port.

9.2.8 Measurement - Percent SWBT Caused Missed Due Dates

Definition - Percent of N,T,C orders (N,T,C orders include all orders that a CLEC may send to SWBT including conversions) where installations were not completed by the negotiated due date excluding customer caused misses.

Calculation - (Count of N,T,C orders not completed by the committed due, excluding customer caused misses ÷ Total number of N,T,C orders) * 100

Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN. Broken out by Resale or UNE Loop and Port.

UNEs (Excludes UNE Loop and Port Combinations)

9.2.9 Measurement - Average Installation Interval

Definition - Average business days from application date to completion date for N,T,C orders excluding customer cause misses and customer requested due date greater than "x" business days.

Calculation - [Σ(completion date - application date)]/(Total number of orders completed)

Report Structure - Reported for CLEC and all CLECs by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port

(Analog, Analog DID, BRI and PRI), and Dedicated Transport(all types in pricing schedule).

The following are standard intervals for installation intervals for UNEs since no parity measurement is proposed:

2 Wire Analog and Digital and INP (1-10) – 3 Days
2 Wire Analog and Digital and INP (11-20) – 7 Days
2 Wire Analog and Digital and INP (20+) – 10 Days

DS1 loop(includes PRI) – 3 Days

Switch Ports – Analog Port – 2 Days
Switch Ports – BRI Port – 2 Days
Switch Ports – PRI Port – 3 Days
DS1 Trunk Port (1 to 10) – 3 days
DS1 Trunk Port (11 to 20) – 5 Days
DS1 Trunk Port (20+) – ICB

Dedicated Transport (DS0, DS1, and DS3) (1 to 10) – 3 days
Dedicated Transport (DS0, DS1, and DS3) (11 to 20) – 5 Days
Dedicated Transport (DS0, DS1, and DS3) (20+) and all other types – ICB

9.2.10 Measurement - Standard Deviation of Installation Intervals

Definition - Measure of the variation of the installation intervals around the mean installation interval.

Calculation - sqrt[Σ(individual installation interval - mean installation interval)^2 /(number of orders in the sample - 1)]

Report Structure - Reported for CLEC and all CLECs by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI), and Dedicated Transport(all types in pricing schedule). Standard to be developed as data is produced.

9.2.11 Measurement - Percent SWBT Caused Missed Due Dates

Definition - Percent of UNE N,T,C orders where installations are not completed by the negotiated due date excluding customer caused misses.

Calculation - (Count of N,T,C orders not completed by the committed due, excluding customer caused misses ÷ Total number of N,T,C orders) * 100

Report Structure - Reported for SWBT, CLEC and all CLECs by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI), and Dedicated Transport(all types in pricing schedule).

B. Order Accuracy

9.2.12 Measurement - Percent POTS Installation Reports Within 10 Days (I-10)

Definition - Percent of N,T,C orders that receive a network customer trouble report not caused by CPE or wiring within 10 calendar days of service order completion excluding subsequent reports and all disposition code "13" reports (excludable reports).

Calculation - (Count of N,T,C orders that receive a network customer trouble report within 10 calendar days of service order completion ÷ Total N,T,C orders (excludes trouble reports received on the due date)) * 100

Report Structure - Reported for POTS Resale and UNE POTS with Loop and port combinations by CLEC, all CLECs and SWBT retail by Field Work (FW), No Field Work (NFW) business and residence.

9.2.13 Measurement - Percent Specials Installation Reports Within 30 Days (I-30)

Definition - Percent N,T,C orders that receive a network customer trouble report within 30 calendar days of service order completion.

Calculation - (Count of N,T,C orders that receive a network customer trouble report within 30 calendar days of service order completion ÷ Total N,T,C orders (excludes trouble reports received on the due date)) * 100

Report Structure - Reported for Resale Specials and UNE Specials with loop and port combinations by CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN.

9.2.14 Measurement - % UNE Installation Reports Within 30 Days (I-30)

Definition - Percent UNE N,T,C orders that receive a network customer trouble report within 30 calendar days of service order completion.

Calculation - (Count of number of UNE N,T,C orders that receive a network customer trouble report within 30 calendar days of service order completion ÷ Total UNE N,T,C orders (excludes trouble reports received on the due date)) * 100

Report Structure - Reported for SWBT, CLEC and all CLECs by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI), and Dedicated Transport(all types in pricing schedule).

9.2.15 Measurement - Provisioning Accuracy

Definition - % of orders installed without error.

Calculation - (Count of orders completed without error ÷ total orders) * 100

Report Structure - Reported by individual CLEC, all CLECs and SWBT.

C. Order Status

9.2.16 Measurement - % Firm Order Confirmations (FOCs) received within "x" hours.

Definition - Percent of FOCs returned within a specified time frame from receipt of service order to return of confirmation to CLEC.

- All Res. And Bus. < 24 Hours
- Complex Business (1-200) < 48 Hours
- Complex Business (200+) - negotiated
- UNE Loop (1-49 Loops) < 24 Hours
- UNE Loop (> 50 Loops) – 48 Hours
- Switch Ports < 24 hours

Calculation - (# FOCs returned within "x" hours ÷ total FOCs sent) * 100

Report Structure - Reported for CLEC and all CLECs. This includes mechanized from EDI and LEX and manual (FAX or phone orders). The FOC for EASE is considered to be at the time the due date is negotiated and is not included in the calculation. [Award 11/25/97, App. B, Issue 2]

9.2.17 Measurement - Average Time To Return FOC

Definition - The average time to return FOC from receipt of service order to return of confirmation to CLEC.

Calculation - Σ[(Date and Time of FOC) - (Date and Time of Order Acknowledgment)]/(# of FOCs)

Report Structure - Reported for CLEC and all CLECs.

9.2.18 Measurement - Percent Mechanized Rejects returned within 1 hour of the start of the EDI/LASR batch process. The EDI and LASR processes executes every two hours between 6:00 AM and 12:00 AM.

Definition - % mechanized rejects returned 1 hour of the start of the EDI/LASR batch process.

Calculation - (# mechanized rejects returned within 1 hour ÷ Total rejects) * 100

Report Structure - Reported for CLEC and all CLECs for the electronic interfaces (EDI and LEX).). The 2 hour interval above is subject to change as the EDI polling time frame changes. The parties will negotiate in good faith and reserve the right to bring this issue in front of the commission through dispute resolution in the future for real time rejects.

9.2.19 Measurement - Average Time to Return Mechanized Rejects

Definition - Average time required to return a mechanized reject.

Calculation - Σ[(Date and Time of Order Rejection) - (Date and Time of Order Acknowledgment)]/(# of Orders Rejected)

Report Structure - Reported for CLEC and all CLECs for the electronic interfaces (EDI and LEX).

The standard interval to send a reject will be within 97% within 1 hour PON. The parties will negotiate in good faith and reserve the right to bring this issue in front of the commission through dispute resolution in the future for real time rejects.

9.2.20 Measurement - Percent Mechanized Completions Returned Within 1 hour upon the successful execution of the SORD (BU340) batch cycle which updates the order status, indicating a completion notice. The batch process executes at the following times: 9:00 am, 12:00 noon, 3:00 pm, 6:00 pm, 10:30 pm.

Definition - % mechanized completions returned within 1 hours for EDI and LEX.

Calculation - (# mechanized completions returned to CLEC within 1 hour ÷ Total completions) * 100

Report Structure - Reported for CLEC and all CLECs for the electronic interfaces (EDI and LEX). The 1 hour interval above is subject to change as the EDI polling time frame changes.

9.2.21 Measurement - Average Time to Return Mechanized Completions

Definition - Average time required to return a mechanized completion.

Calculation - Σ[(Date and Time of Notice Of Completion Issued to the CLEC) - (Date and Time of Work Completion)]/(# of Orders Completed)

Report Structure - Reported on CLEC and all CLECs for the electronic interfaces (EDI and LEX).

The standard interval for returning completion will be >97% received within 1 hour of order completion. The 1 hour interval is subject to change as the EDI polling time frame changes.

D. Held Orders

9.2.22 Measurement - % Company Missed Due Dates Due To Lack Of Facilities

Definition - % N,T,C orders with missed committed due dates due to lack of facilities
Calculation - Total N,T,C orders with missed committed due dates due to lack of facilities ÷ Total N,T,C orders

Report Structure - Reported for CLEC, all CLECs and SWBT Retail for POTS, Specials and UNE. Reported for > 30 calendar days & > 90 calendar days. (Calculated monthly based on posted orders.)

9.2.23 Measurement - Delay Days for Missed Due Dates Due to Lack of Facilities

Definition - Average calendar days from due date to completion date on company missed orders due to lack of facilities.

Calculation - Σ(Completion date - Committed order due date)/(# of posted orders)

Report Structure - Reported for CLEC, all CLECs and SWBT Retail for POTS, Specials and UNE.

E. Flow Through

9.2.24 Measurement - Percent Flow Through

Definition - % of orders that completely flow through the order process to SWBT legacy systems and require no manual intervention on the part of SWBT than analogous retail services, and automated provisioning to the extent that is provided for analogous retail services.

Calculation - (# of orders that completely flow through the order process to SWBT legacy systems and require no manual intervention on the part of SWBT ÷ total orders sent.

Report Structure - Reported for CLEC, all CLECs and SWBT for POTS (Broken out by Resale and UNE loop+Port), Specials (Resale and UNE loop+Port), and UNE).

9.3 Maintenance/Repair

A. Time To Restore

POTS & UNE POTS Loop and Port Combinations

9.3.1 Measurement - Receipt To Clear Duration

Definition - Average duration of customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared with the customer excluding subsequent, and all disposition code "13" reports (excludable).

Calculation - Σ[(Date and time ticket is cleared with customer) - (Date and time ticket received)] ÷ Total customer network trouble reports.

Report Structure – Broken out by Resale and UNE loop+Port. Reported for CLEC, all CLECs and SWBT retail by Residence and Business by:

- Out of Service - Dispatch
- Out Of Service - No Dispatch
- Affecting Service - Dispatch
- Affecting Service - No Dispatch

9.3.2 Measurement - Standard Deviation of Receipt To Clear Intervals

Definition - Measure of the variation of the receipt to clear intervals around the mean receipt to clear interval.

Calculation - sqrt[Σ(individual receipt to clear interval - mean receipt to clear interval)^2 /(number of trouble reports in the sample - 1)]

Report Structure - Broken out by Resale and UNE loop+Port. Reported for CLEC, all CLECs and SWBT retail by Residence and Business by:

- Out of Service - Dispatch
- Out Of Service - No Dispatch
- Affecting Service - Dispatch
- Affecting Service - No Dispatch

9.3.3 Measurement - % Out Of Service (OOS) < 24 Hours

Definition - % of OOS trouble reports cleared in less than 24 hours excluding subsequents, tickets received on Saturday or Sunday, no access and all disposition code "13" reports (excludable).

Calculation - Count of OOS trouble reports < 24 hours ÷ Total number of OOS trouble reports.

Report Structure - Reported for CLEC, all CLECs and SWBT retail. Broken out by Resale and UNE loop+Port.

Specials and UNE Specials Loop and Port Combination

9.3.4 Measurement - Mean Time To Restore

Definition - Average duration of network customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared excluding no access and delayed maintenance.

Calculation - Σ[(Date and time trouble report is cleared with the customer) - (date and time trouble report is received)] ÷ Total network customer trouble reports.

Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN by dispatch and no dispatch. Broken out by Resale and UNE loop+Port.

9.3.5 Measurement - Standard Deviation of Mean Time To Restore Intervals

Definition - Measure of the variation of the mean time to clear intervals around the mean receipt to clear interval.

Calculation - sqrt[Σ(individual time to restore interval - mean time to restore interval)^2 /(number of trouble reports in the sample - 1)]

Report Structure - Reported for CLEC, all CLECs and SWBT retail by dispatch and no dispatch. Broken out by Resale and UNE loop+Port.

UNEs (Excludes UNE Loop and Port Combinations)

9.3.6 Measurement - Mean Time To Restore

Definition - Average duration of network customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared excluding no access and delayed maintenance.

Calculation - Σ[(Date and time trouble report is cleared with the customer) - (date and time trouble report is received)] ÷ Total network customer trouble reports.

Report Structure - Reported for CLEC ,all CLECs and SWBT by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI), and Dedicated Transport(all types in pricing schedule) by dispatch and no dispatch.

9.3.7 Measurement - Standard Deviation of Mean Time To Restore Intervals
Definition - Measure of the variation of the mean time to clear intervals around the mean receipt to clear interval.

Calculation - sqrt[Σ(individual time to restore interval - mean time to restore interval)^2 /(number of trouble reports in the sample - 1)]

Report Structure - Reported for CLEC, all CLECs and SWBT by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI) and Dedicated Transport(all types in pricing schedule) by dispatch and no dispatch.

9.3.8 Measurement - Percent Out Of Service (OOS) < 24 Hours

Definition - Percent of OOS trouble reports cleared in less than 24 hours.

Calculation - (Count of UNE OOS trouble reports < 24 hours ÷ Total number of UNE OOS trouble reports) * 100

Report Structure - Reported for CLEC, CLECs and SWBT by "POTS like" loop (2-Wire Analog 8dB Loop).

B. Repeat Troubles

9.3.9 Measurement - Percent POTS & UNE POTS with Loop and Port Combinations Repeat Reports

Definition - Percent of customer trouble reports received within 10 calendar days of a previous customer report that were not caused by CPE or wiring excluding subsequent reports and all disposition code "13" reports (excludable).

Calculation - (Count of customer trouble reports, not caused by CPE or wiring and excluding subsequent reports, received within 10 calendar days of a previous customer report) ÷ (Count of total customer trouble reports not caused by CPE or wiring and excluding subsequent reports)

Report Structure - Reported for CLEC, all CLECs and SWBT retail. Broken out by Resale and UNE loop and Port Combination.

9.3.10 Measurement - Percent Specials and UNE Specials with Loop and Port Combination Repeat Reports

Definition - Percent of network customer trouble reports received within 30 calendar days of a previous customer report

Calculation - (Count of network customer trouble reports received within 30 calendar days of a previous customer report) ÷ (Count of total network customer trouble reports).

Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN. Broken out by Resale and UNE loop and Port Combination.

9.3.11 Measurement - Percent UNEs (Excludes UNE Loop and Port Combinations) Repeat Reports

Definition - Percent of network customer trouble reports received within 30 calendar days of a previous customer report

Calculation - (Count of network customer trouble reports received within 30 calendar days of a previous customer report) ÷ (Count of total network customer trouble reports).

Report Structure - Reported for CLEC, all CLECs and SWBT by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI) and Dedicated Transport(all types in pricing schedule).

C. Report Rate

9.3.12 Measurement - POTS & UNE POTS with Loop and Port Combinations Trouble Report Rate

Definition - The number of customer trouble reports not caused by CPE or wiring. CPE and disposition code "13" reports within a calendar month per 100 lines.

Calculation - Count of customer trouble reports ÷ (total lines ÷100)

Report Structure - Reported for POTS Resale and UNE POTS loop and port combination by CLEC, all CLECs and SWBT retail. This measurement is only valid for line counts of 300,000 or greater. Broken out by Resale and UNE loop and Port Combination.

9.3.13 Measurement - Specials and UNE Specials with Loop and Port Combination Failure Frequency

Definition - The number of network customer trouble reports within a calendar month per 100 circuits.

Calculation - Count of network trouble reports ÷ (Total circuits ÷100)

Report Structure - Reported for resale specials and UNE specials with loop and port combination for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN. Broken out by Resale and UNE loop and Port Combination.

9.3.14 Measurement - UNEs (Excludes UNE Loop and Port Combinations)

Trouble Report Rate

Definition - The number of network customer trouble reports within a calendar month per 100 UNEs.

Calculation - Count of network trouble reports ÷ (Total UNEs ÷100)

Report Structure - Reported for CLEC, all CLECs and SWBT by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI) and Dedicated Transport(all types in pricing schedule).

D. Appointments Missed

9.3.15 Measurement - POTS & UNE POTS with Loop and Port Combinations Percent Missed Repair Commitments

Definition - Percent of trouble reports not cleared by the commitment time, excluding disposition code "13" reports.

Calculation - (Count of trouble reports not cleared by the commitment time for company reasons ÷ Total trouble reports) * 100.

Report Structure - Reported for CLEC, all CLECs and SWBT retail by dispatch and no dispatch. Broken out by Resale and UNE loop and Port Combination.

9.3.16 Measurement - UNEs (Excludes UNE Loop and Port Combinations) Percent Missed Repair Commitments

Definition - Percent of trouble reports not cleared by the commitment time for company reasons.

Calculation - (Count of trouble reports not cleared by the commitment time for company reasons ÷ Total trouble reports) * 100

Report Structure - Reported for each CLEC, all CLECs and SWBT for "POTS type" loops (2-Wire Analog 8dB Loop)

E. No Access

9.3.17 Measurement - POTS & UNE POTS with Loop and Port Combinations Percent No Access

Definition - Percent of dispatched customer trouble reports with a status of "No Access" excluding disposition code "13" trouble reports.

Calculation - Count of dispatched customer trouble reports with a status of "No Access" ÷ Total dispatched customer trouble reports.

Report Structure - Reported for CLEC, all CLECs and SWBT retail. Broken out by Resale and UNE loop and Port Combination.

9.4 General

A. System Availability

9.4.1 Measurement - OSS Interface availability

Definition - Percent of time OSS interface is available compared to scheduled availability.

Calculation - (# Scheduled system available hours ÷ unscheduled system unavailable hours) * 100

Report Structure - Reported on a company basis by interface for EASE, DATAGATE, VERIGATE, LEX, and EDI. The RAF will be reported by CLEC. When EBI is available SWBT will provide interface availability. When any new system is available, the parties will negotiate in good faith to develop associated performance measurements.

The following will be the standard for availability for all systems except EASE. EASE will have a parity measurement since SWBT uses EASE for its retail operation. Availability > 99% for Datagate, Verigate, LEX, EDI, and RAF applications. This availability measurement includes the front end applications and does not include the legacy systems. Parity applies for the legacy systems since SWBT uses the legacy systems in its retain operation.

B. Center Responsiveness

9.4.2 Measurement - LSC Grade Of Service (GOS)

Definition - % of calls answered by the LSC within a specified period of time

Calculation - Total number of calls answered by the LSC within a specified period of time ÷ Total number of calls answered by the LSC

Report Structure - Reported for all calls to the LSC by operational separation and SWBT retail (RSC and BSC).

9.4.3 Measurement - LSC Average Speed Of Answer

Definition - The average time a customer is in queue. The time begins when the

customer enters the queue and ends when the call is answered by a SWBT representative.

Calculation - Total queue time ÷ Total calls

Report Structure - Reported for all calls to the LSC by operational separation and SWBT retail (RSC and BSC).

9.4.4 Measurement - LOC Grade Of Service (GOS)

Definition - % of calls answered by the LOC within a specified period of time

Calculation - Total number of calls answered by the LOC within a specified period of time ÷ Total number of calls answered by the LOC

Report Structure - Reported for all calls to the LSC by operational separation and SWBT retail (Repair Bureau).

9.4.5 Measurement - LOC Average Speed Of Answer

Definition - The average time a customer is in queue. The time begins when the customer enters the queue and ends when the call is answered by a SWBT representative.

Calculation - Total queue time ÷ Total calls

Report Structure - Reported for all calls to the LOC for all CLECs and SWBT retail (Repair Bureau).

C. Billing Timeliness

9.4.6 Measurement - Billing Accuracy

Definition - This measurement will be performed to verify that the bill audit process includes both Wholesale (e.g. UNE and RESALE) and Retail/Access. The CABS Bill Audit process includes all Feature Groups including U for Unbundled Network Elements for CLECs. Specific Billing conditions for each Feature Group will be validated and the same CABS Billing System and Billing Process is used for all Feature Groups. The CRIS Bill Audit Process includes both Resale and Retail bills.

A sample of all types of products/services, class of service, usage (e.g. intraLATA toll plans) will be reviewed. The same CRIS Billing System and Billing Process is used for the both Resale and Retail except Resale has the extra step to access % discount

table. The % discount table is updated/validated when the Interconnection Agreement is implemented.

Calculation - # errors detected in bill audit.

Report Structure - Reported for aggregate of SWBT and CLECs.

9.4.7 Measurement - Percent of Accurate and Complete Formatted Mechanized Bills

Definition - Measures the % of accurate and complete formatted mechanized bills via EDI.

Calculation - (Count of accurate and complete formatted mechanized bills via EDI ÷ total # of mechanized bills via EDI.) * 100

Report Structure - Reported for CLEC, and all CLECs.

9.4.8 Measurement - Percent Of Billing Records Transmitted Correctly

Definition - Measures % of billing records transmitted correctly on the usage extract feed.

Calculation - (Count of billing records transmitted correctly with complete information and proper formatting ÷ total billing records transmitted) * 100

Report Structure - Reported for CLEC, and all CLECs.

9.4.9 Measurement - Billing Completeness

Definition - % of service orders on the bill for the current bill period.

Calculation - (Count of service orders included in current applicable bill period ÷ Total service orders in current applicable bill period) * 100

Report Structure - Reported for CLEC, all CLECs and SWBT.

9.4.10 Measurement - Billing timeliness

Definition - Percent of bills released on time by bill type (i.e. paper, Bill Plus, EDI, BDT)

Calculation - (Count of bills released on time ÷ Total number of bills released) * 100

Report Structure - Reported for CLEC, all CLECs and SWBT.

9.5 Operator Services and Directory Assistance

9.5.1 Measurement - Directory Assistance Grade Of Service

Definition - % of directory assistance calls answered < 1.5, < 2.5, > 7.5, > 10.0, > 15.0 , > 20.0, and > 25.0 seconds.

Calculation - (Count of calls answered within "x" seconds ÷ Total calls answered) * 100

Report Structure - Reported for the aggregate of SWBT and CLECs. IF SWBT changes its OS/DA platform to differentiate between CLECs and itself, SWBT will provide this measurement broken out by CLEC and itself.

9.5.2 Measurement - Directory Assistance Average Speed Of Answer

Definition - The average time a customer is in queue. The time begins when the customer enters the queue and ends when the call is answered by a SWBT representative.

Calculation - Σ(Date and time customer answered by SWBT representative - Date and time customer enters queue) ÷ Total calls

Report Structure - Reported for the aggregate of SWBT and CLECs. IF SWBT changes its OS/DA platform to differentiate between CLECs and itself, SWBT will provide this measurement broken out by CLEC and itself.

9.5.3 Measurement - Operator Services Grade Of Service

Definition - % of directory assistance calls answered < 1.5, < 2.5, > 7.5, > 10.0, > 15.0 , > 20.0, and > 25.0 seconds.

Calculation - (Count of calls answered within "x" seconds ÷ Total calls answered) * 100

Report Structure - Reported for the aggregate of SWBT and CLECs. IF SWBT changes its OS/DA platform to differentiate between CLECs and itself, SWBT will provide this measurement broken out by CLEC and itself.

9.5.4 Measurement - Operator Services Average Speed Of Answer

Definition - The average time a customer is in queue. The time begins when the customer enters the queue and ends when the call is answered by a SWBT representative.

Calculation - Σ(Date and time customer answered by SWBT representative - Date and time customer enters queue) ÷ Total calls

Report Structure - Reported for the aggregate of SWBT and CLECs. IF SWBT changes its OS/DA platform to differentiate between CLECs and itself, SWBT will provide this measurement broken out by CLEC and itself.

9.6 Interconnect/Unbundled Elements and Combos

9.6.1 Measurement – Mean Network Performance Parity

SWBT agrees to provide to AT&T testing data available to SWBT. SWBT agrees to negotiate in good faith to provide reports and jointly develop the measurements for this category. Either party may bring this issue to the commission via the dispute resolution process.

9.6.2 Measurement – Standard Deviation of Network Performance Parity

SWBT agrees to provide to AT&T testing data available to SWBT. SWBT agrees to negotiate in good faith to provide reports and jointly develop the measurements for this category. Either party may bring this issue to the commission via the dispute resolution process.

9.6.3 Measurement - Availability of STP Links

Definition – This measurement will provide the number of minutes or seconds the STP link was unavailable on an incidence basis

Report Structure – The following will be reported by incidence for SWBT, CLEC, and all CLECs.

9.6.4 Measurement – Database accuracy

SWBT agrees to provide AT&T data available to SWBT. The parties agree to continue to negotiate in good faith to develop measurements for database accuracy. Either party may bring this issue to the commission via the dispute resolution process.

9.6.5 Measurement – Mean time for database query

SWBT agrees to provide AT&T data available to SWBT. The parties agree to continue to negotiate in good faith to develop measurements for database queries. Either party may bring this issue to the commission via the dispute resolution process.

9.6.6 Measurement – Mean Time for database updates

SWBT agrees to provide AT&T data available to SWBT. The parties agree to continue to negotiate in good faith to develop measurements for database updates. Either party may bring this issue to the commission via the dispute resolution process.

9.6.7 Measurement – Mean PDD for calls routed to CLEC OS/DA Platform

Definition – This measurement will provide the delay for the caller from the time the caller requests OS/DA to the time the call is routed to the correct trunk group to reach the CLEC OS/DA platform.

Report Structure – AT&T and SWBT will jointly develop a sampling process to determine the PDD for customized routed calls. Either party may bring this issue, if no agreement is reached to the commission, via the dispute resolution process.

9.6.8 When Electronic Jeopardy Notification and order acknowledgment is implemented between the parties, SWBT will provide the mean and standard deviation for time to provide jeopardies or other mutually acceptable measurement.